Supreme Court, U.S.
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In the Supreme Court of the United States

JAY NOLAN RENOBATO,
Petitioner

versus

BUREAU OF THE PUBLIC DEBT
Respondent

On Petition for a Writ of Certiorari
to the United States Court of Appeals
for the Fifth Circuit

PETITION(APPEAL) FOR A WRIT OF CERTIORARI,

Jay Nolan Renobato
Arbitrageur, Contractor, and Proprietor of Record
Post Office Box 9771
The Woodlands, Texas. 77387
(213)364-8250
Natural Person Pro Se

57 pp

QUESTIONS PRESENTED FOR REVIEW

1. Certified Federal Questions. Commonly described as a federal question in equity, the Renobato contest against Bureau of the Public Debt arises under dual federal treatise including the Constitution, and Acts of Congress, and involves their appropriate application to the property and contracts at issue, and of which jurisdiction is given to federal courts at all levels. (*See* U.S. CONST. art. III, sec. 2, 28 U.S.C. §§ 1251, 1292, 1331.)

(a) Constitutio Reconstitution and the Bill of Rights. In general terms, does the Constitution of the United States of America vest Petitioner with certain fundamental and inalienable civil rights, powers, and privileges in redressing grievances via recourse in the federal court system to recoup remuneration? And further, does the Bill of Rights draw provisions the Claimant is entitled, empowered, and warranted to use in seeking damage in a court of last resort?

(b) United States Code, and Code of Federal Regulations. In particular terms, is Respondent liable in various United States capital market venues for its omissions and/or commissions of acts in violation of certain definitive trade customs, duties, and obligations promulgated under federal code appurtenant to Commerce and Trade and Money and Finance? (15 U.S.C., 31 U.S.C., 31 C.F.R., & Reg T)

PARTICIPANTS TO THE PROCEEDING

2. Natural Person Claimant v. Artificial Person Respondent. The only real entities ('parties'[sic]) in interest concerning Renobato v. Bureau of the Public Debt now pending before the U. S. Court of Appeals for the 5th Circuit are listed in the caption. The petitioner is Jay Nolan **Renobato**, a sole proprietor and arbitrageur who advances ***pro se***. The respondent is **Bureau of the Public Debt** (in the Bureau of Printing and Engraving in the Department of the Treasury), a fiscal service factor. In the courts below, Renobato is called Plaintiff, Claimant, and Appellant, whereas the Bureau is customarily referred to as the Defendant, Respondent, and Appellee. The interstate commerce controversy originates between Texas and the District of Columbia where the participants reside. In addition to those listed on the face of the cover, defense attorneys incorrectly purport that the United States, an intervenor, is the actual defendant named in the case. Real Defendant Bureau, however, is in fact a subsidiary[1] inter-governmental organization ('IGO'). Also, the Government is a participant in a high proportion of litigation in the Supreme Court.[2]

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[1] The United States is the parent of Bureau of the Public Debt.

[2] The statistics for any Term[sic] can be found in the Annual Report of the Solicitor General, which is printed as a part of the Annual Report of the Attorney General.

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CERTIORARI

ONE SOLE PROPRIETOR Jay Nolan Renobato a basis trader proceeding ***pro se***, comes forward to request, appropriately appeal, and firmly call for a rightful *Writ of Certiorari* to issue from the United States Supreme Court in reviewing opinions of various federal Judges in territorial and local venues constituted within the United States of America in conjunction with commerce and trade.

OPINIONS BELOW

I. Fifth Circuit. On 13 February 2001 the United States Court of Appeals for the Fifth Circuit filed, docketed, and entered into the record a two-part 'MEMORANDUM' and "Conference Calendar" combination representing apparent actions that confirm printing and other errors and also proffers misjudged opinions about Plaintiff's motives in the controversy on trade and competition. (*See* 5th Circuit's 'MEMORANDUM'- (Appendix A); *and* "Conference Calendar" *of* 13 February 2001.) The overlying paper credit confirms typographical and printing errors on the face of such underlying instrument, whereas the actual underlying decision is unsigned by any judge and therefore rendered invalid under Federal Rules of Civil Procedure. (*See* FED. R. CIV. P. Rule 11) In the lower case numbered 00-20555 at the intermediate level, the government has requested the so-called "Conference Calendar" document not be re-published and in honoring such request, Claimant will not reprint such document in any appendix hereto. (*See* 5th Cir. "Conference Calendar" *of* 13 February 2001.) Note also that the 5th Circuit Court did not affirm the United States District Court for the Southern District of Texas ruling and did not contain particular findings of fact, draw lines of reasoning, make conclusions of law, or grant evidentiary concessions; whereas no valid ORDER has been rendered by any United States court appertaining to any oral argument hearing, trial contest, or final judgement. Further, on *Appellant's Application for Hearing(Re)*[3] *and Motion for En Banc Determination* originally stamped 27 February 2001, and later re-entered on 14 March 2001, the said court filed a document titled "On Petition for Rehearing and Petition for Rehearing En Banc"[sic] of 18 April 2001 ratifying stay of the mandate under Rule 41, where no ***per curiam*** certification on the ***en banc*** authority were given. (*See* 5th

[3] Appellant is of the position that no formal hearing[sic], argument, or trial has transpired as purported in such referenced 13 February screening process, and subsequent 18 April DENIAL; and that the minority Smith, Barksdale, and Garza of the full Circuit have not auditorily participated in any conference scheduled or argument contest. (5th Cir. Rule 33)

Circuit's 18 April 2001 Ruling 'Note'.) Appellant's timely petition for hearing, and request to poll the individual judge's positions; opinions, and standing was entered on 13 March 2001. (*See* FED. R. APP. P. Rule 35) In addition, on 8 November 2000 the Fifth Circuit denied Plaintiff's *Motion to Supplement the Record*, an *Emergency Writ of Habeas Corpus Cum Onre*, and from the onset has neglected to execute a *Monetary Product and Electronic Credit Currency Attachment*. (*See* 8 November 2000 Court filing; & *Appellant's Brief Attachment*.)

II. Southern District of Texas. As a result of an original United States District Court antitrust proceeding commenced under seal on 9 February 2000 and numbered H-00-0425 in the Southern District of Texas, Bureau of the Public Debt (Defendant, Respondent, and Appellee below) an inter-governmental quasi-corporation within the Bureau of Printing and Engraving in the Department of the Treasury of the United States Executive Branch, obtained an internally biased and unwarranted verbal opinion on 19 May, and an ***insequens*** void written order of 23 May 2000 from a United States District Court Judge situated on the same Judiciary Branch side of government. (*See* 19 May 2000 "Transcript of Rule 16[sic] Conference" Before the Honorable Vanessa D. Gilmore docket entry #26, *and such* 23 May 2000 Court ORDER[sic] constituting docket entry #27.) Now since the Money credit and Commerce clause in Article I Section 8, and since the Full Faith and Credit obligation issue declared under Article IV Section 1 of the Constitution of the United States have both been completely obliterated by the acts in legislation promulgated in paper form by such justice, the operation of the law has inappropriately precluded Renobato (Plaintiff, Claimant, or Appellant) from obtaining relief in the form of consideration on good forward derivative government securities contracts, and must be adjusted and changed. (*See* U.S. CONST.) This stands to reason as the 5th Circuit neither affirmed nor concurred such acts of the Houston Division. The opinions and order(s) of the courts entered in the case are unreported. The 19 May statements and trailing decree of the U.S. District Court granting a preliminary injunction filed 23 May 2000 are reproduced in Appendix B and Appendix C to this petition.

THE NATURE OF CERTIORARI (JURISDICTIONAL GROUNDS)

III. Affirmative Jurisdiction on Appeal. To frankly acknowledge and freely lay before the court body the sundry constitutional, statutory, and codified ***in personam*** and ***in rem*** ways on which jurisdiction positively rests is plain, simple, and straightforward.

(*See* U.S.CONST., 15 U.S.C. Ch. 1 §§ 4, 9 *et. seq.*, 28 U.S.C. Ch. 81 *et. seq.*, 31 U.S.C. Ch. 35 *et. seq.*) In truth, beginning with the Judiciary Act of 1925, Congress by successive enactments greatly increased the extent of discretionary control lodged in the Supreme Court to determine for itself the kinds of appellate litigation which would be decided by the Court on the merits. (*See Ex parte Republic of Peru*, La.1943, 63 S.Ct. 793, 798; *and see also* "The Supreme Court under the Judiciary Act of 1925," (1928) 42 Harvard L.Rev. 1.) However, before that act, the First and the Fifth Amendment to the Constitution of the United States had guaranteed the inalienable right of citizens to equal litigation opportunity. (*See Boddie v. Connecticut*, 401 U.S. 371 (1971); *Bounds v. Smith*, 430 U.S. 817, 828 (1977); *NAACP v. Button*, 371 U.S. 415 (1963).) In addition, the declaration of a mere notice of appeal has been characterized as being jurisdictional, and accordingly the ability to come to the Court by the appeal route remains a right of noteworthy value to the litigant. (*See e.g. Holley v. Capps*, 468 F.2d 1366 (C.A. 5th, 1972).) In fact, the Supreme Court's treatment of such right of access to meaningful civil adjudication of disputes illustrates the principle that decision-making processes, made essential by the government, must not be simultaneously denied because of economics to those who are obliged to rely upon such processes. (*See Goldberg v. Kelly*, 397 U.S. 254 (1970).) Otherwise the government is free to ignore its trial hearing duties with impunity, leaving our heritage of procedural safeguards to be "only a promise to the ear to be broken to the hope, a teasing illusion like a munificent bequest in a pauper's will." (*See Edwards v. California*, 314 U.S. 160, 186 (1941); *Logan v. Zimmerman Brush Company*, 401 U.S. 371, 377 (1971).) Although the original jurisdiction conferred upon the Supreme Court by Article 3 Section 2 of the Constitution is not exclusive by virtue of that provision alone, the State may not deprive someone of that access, and must give litigants a meaningful opportunity to be heard in court. (*See Lindsey v. Normet*, 405 U.S. at 77; *Griffin v. Illinois*, 351 U.S. 12 (1956); *Smith v. Bennett*, 365 U.S. 708 (1961); *Lane v. Brown*, 372 U.S. 477 (1963); *Long v. District Court of Iowa*, 385 U.S. 192 (1966); *Gardner v. California*, 393 U.S. 367 (1969).) Moreover, this action covers jurisdiction of numerous specific federal questions involving a natural person in the Republic of Texas and an artificial person contemporaneously situated in both the territories of the District of Columbia and Parkersburg, West Virginia. Thus, interpreting an action between an entity in one State against another entity in another part of the United States to enforce penalties for violations of federal statutes

against a State-owned utility qualifies and confers express exclusive jurisdiction. (*See e.g.* 28 U.S.C. § 1251; *and Louisiana v. Texas*, 1899, 20 S.Ct. 251, 176 U.S. 1, 44 L.Ed. 442; *United States v. State of Utah*, 1931, 51 S.Ct. 438, 283 U.S. 64, 75 L.Ed. 844; *United States v. 4,450.72 Acres of Land, Clearwater County, State of Minnesota*, D.C.Minn. 1939, 27 F.Supp. 167, affirmed 125 F.2d 636; *United States v. California*, 1936, 56 S.Ct. 421, 297 U.S. 175, 80 L.Ed. 567.) Now without question in establishing the remainder of positive jurisdiction in this particular matter, the codified boundaries putting forward such affirmative jurisdiction for plenary consideration on appeal will be reinforced by numerous legislative means within certain United States Code titles involving but not limited to; (1) decisions of three judge federal courts, and (2) as of right directly to the Supreme Court under occasional special statutes which may be used to create jurisdiction in any particular situation. (*See* 28 U.S.C. §§ 1253, 1254) In judicial terms, this Court's jurisdiction stands perfectly in pleas to the court of last resort concerning 'Direct appeals from decisions of three-judge courts' wherefore- "any party may appeal to the Supreme Court from an order granting or denying, after notice and hearing, an interlocutory or permanent injunction in any civil action, suit or proceeding required by an Act of Congress to be heard and determined by a district court of three judges." (28 U.S.C. § 1253) In fact, historically the instant provision consolidates Section 28 of title 15 U.S.C., 1940 ed. Commerce and Trade, and section 44 of title 49 U.S.C., 1940 ed. Transportation, are identical and provide for convening three-judge panels to try and determine cases arising under the Sherman anti-trust law and the Interstate Commerce Act, respectively, or any decisions holding Federal laws repugnant to the Constitution of the United States. A three-judge panel headed the unsigned 13 February 2001 decision of the 5th Circuit Court of Appeals that is sought to be reviewed. Furthermore, 28 U.S.C. § 1254 'Court of appeals; certiorari; certified question' facilitates jurisdiction enabling that- "Cases in the courts of appeals may be reviewed by the Supreme Court by the following methods: (1) By Writ of Certiorari granted upon the petition of any party to any civil or criminal case, before or after rendition of judgement or decree; (2) By certification at any time by a court of appeals of any question of law in any civil or criminal case as to which instructions are desired, and upon such certification the Supreme Court may give binding instructions or require the entire record to be sent up for decision of the entire matter in controversy." (28 U.S.C. § 1254) Moreover, a redesignated way of invoking jurisdiction that is par for the course

and that is to be followed in the same manner and with like effect of the antecedent statutes are found under 15 U.S.C. § 4- Jurisdiction of Courts, 15 U.S.C. § 9- Jurisdiction of Courts, and 15 U.S.C. § 29- Appeals. At this point, it should be added that certiorari review was expressly provided for in cases coming from certain special economic controversies. (*See Fry v. United States*, 1975, 95 S.Ct. 1972, 421 U.S. 542, 44 L.Ed.2d 363; *Colgate v. United States*, Ct.Cl.1929, 50 S.Ct. 22, 280 U.S. 43, 74 L.Ed. 157; *United States v. Shearer*, Ct.Cl.1944, 65 S.Ct. 187, 189, 323 U.S. 676, 89 L.Ed. 549.) Drawing from defense testimony, in papers filed on 15 September 2000, attorneys for Defendant conceded the allegation of jurisdiction as such record clearly states in respect of such territorial courts jurisdiction to hear claims that Plaintiff's notice of appeal was timely filed "thereby vesting this Court with jurisdiction pursuant to 28 U.S.C. § 1291." (*See* 15 Sep. 2000 *Brief of Appellee* p.2, par.1, sen.2) Recently, Petitioner's timely *Application for Hearing, and Motion for En Banc Determination* (incorporated as Appendix D) was denied on 18 April 2001, which directly sanctions this court with statutory jurisdiction pursuant to 28 U.S.C. 1254(1). Overall, the overriding premise and larger point taken is that the referenced statutory class shall not be construed to be in derogation of any right in Appellant for direct appeal to the Supreme Court of the United States under existing provisions of federal law. Additionally, this petition is filed according to Rule 11. (*See* Rules of the Supreme Court.) Thus in sum, it is easy to see, in respect of cases coming from the United States courts, that the statutory authorization for review on certiorari is extremely comprehensive and guaranteed under federal law. The notification required by Rule 29 has been made, whereas 28 U.S.C. § 2403(a) may be applicable. (*See* Rules of the Supreme Court Rule 29) This favors safety of the people's rights.

LAWS, STATUTES, AND RULES INVOLVED

IV. Regulatory Codification. Renobato v. Bureau of the Public Debt involves pertinent provisions of the Constitution of the United States, United States Code, Code of Federal Regulations, Regulation T of the Board of Governors of the Federal Reserve System, Federal Rules of Civil and Appellate Procedure, and Federal Rules of Evidence. Originally the matter primarily used 15 United States Code Chapter 1- Monopolies and Combinations in Restraint of Trade (15 U.S.C.) (Sherman Act, Clayton Act, Wilson Tariff Act, Robinson-Patman Price Discrimination Act, Expediting Act, and Hart-Scott-Rodino Act); 31 United States Code Chapter 31- Money and Finance (31 U.S.C.), 31 Code of Federal Regulations- Money and

Finance: Treasury (31 C.F.R.), and 12 Code of Federal Regulations- (12 C.F.R.) ('Reg T' Section 220.7- "Arbitrage"). Similarly, the Constitution as well as Federal Rules of Civil Procedure and Federal Rules of Appellate Procedure are applicable and relevant. Recent developments have invoked the Texas Business and Commerce Code § 17.41- § 17.63 (Deceptive Trade Practices- Consumer Protection Act) Certain of the laws, statutes, and rules involved are cited and put forward at Appendix E to this petition.

BASIS AND CONCISE STATEMENT OF THE CASE WITH MATERIAL FACTS

V. Legal Statements and Factual Data. Renobato v. Bureau of the Public Debt is a large and complex case. Originally at the United States District Court level, the indictment numbered H-00-0425 included a total of twenty-six counts of complaint of which nine were common law pleadings, seven causes of complaint were statutory infringements, and the remaining ten were regulatory breaches. (*See* Plaintiff's *Original Complaint and Statement of Claim of* 9 February 2000) Moreover, prosecution's *Bill of Exchange* filed concurrently derives $1,337,962,000 in gross ***mense profits*** on such zero coupons, and is supported in case law. (*See Brown Shoe Company v. United States*, 370 U.S. 294, 325, 82 S.Ct. 1502, 1524, (1962); *Grumman Corp., v. LTV Corp.*, 527 F.Supp. 86 (E.D.N.Y.) affirmed, 665 F.2d 10(2nd Cir. 1981); *SuperTurf v. Monsanto Co.*, 660 F.2d 1275 (8th Cir.1981).) Neither of said *Original Complaint and Statement of Claim* (on a point by point basis), or such *Bill of Exchange* (on an accounting basis), have ever been denied by the Defendant Bureau of the Public Debt or any United States attorney to date. (*See* Defendant United States of America's Motion to Dismiss Pursuant to FED.R.CIV.P. Rules 12(b)(1) and (b)(6) and, alternatively, Motion for Summary Judgement [sic] *filed* 10 April 2000.) Obviously, if the weight of import of Federal Rules of Civil Procedure are equal, then in balance the parallel Rules 7 and 8 would strike out the Defense's pleas on the grounds that their motion (1) was not denominated as a third-party 'answer' as stipulated under Rule 7(a), (2) is essentially an abolished demurrer (according to Rule 7(c)) titled under the guise of a secondary Motion for Summary Judgement ***sans ce que*** minimum scintilla of evidence rule (*See Chiniche v. Smith*, Ala. 374 So.2d 872, 873; *Wilson v. Liberty Nat. Life Ins. Co.*, Ala., 331 So.2d 617, 619), (3) admits the twenty-six counts of complaint for failure to deny pursuant to Rule 8(d), and (4) is not constructed under to Rule 8(f) to the specifications of Rule 8(c). (*See* FED. R. CIV. P. *generally.*) Notwithstanding, technically the subject matter involves patent

settlements in issues appurtenant to an antitrust lawsuit encompassing over one billion dollars in surety claims underlying the notion of relevant national securities issues. (*See* **CIVIL COVER SHEET** (Form JS 44) *of* 8 February 2000; *see* 31 C.F.R. Part 309; *and see also e.g. United States v. United Shoe Machinery Co.*, 110 F.Supp. 295, 340, 341 (D.Mass.1953), affirmed per curiam, 347 U.S. 521, 74 S.Ct. 699 (1954); *Valmont Industries Inc., v. Yuma Mfg. Co.*, D.C.Colo., 296 F.Supp. 1291, 1294).) In the most basic sense, the particular derivative action commenced by financier Plaintiff seeks nothing more than timely execution of instructions and transactions after issue culminating in rightful due pecuniary payments, appropriate 'E-Z CLEAR' relations with the Fed corresponding to an Administrative Bank Account ('ABA') routing number or 'Participant's Securities Account', and *established customer* status with the Department. (*See* 31 C.F.R. Subchapter B; 31 C.F.R. § 321.14; 31 C.F.R. 357.2, Federal Reserve Operating Circular No. 1) Nonetheless, although it is incontrovertible that the Bureau is the correct entity to be "charged with matters relating to transactions in securities" (31 C.F.R. 306.1(b)) in competing claims regarding securities held in *TREASURY DIRECT*®, the matter has been totally mischaracterized by the lower tier United States District Court as being suit against the United States (who is not a real party in interest or named in the caption) and therefore barred by the notion of sovereign immunity; whereas the sovereign immunity exception would only be applicable to judicial proceedings versus the Treasury Department or a Federal Reserve Bank. (*See* 31 C.F.R. § 357.23 Judicial proceedings- sovereign immunity.) It is redundant to note and point out that the Department, the Fed, and the United States are not parties to the antitrust suit coined and entitled Renobato v. Bureau of the Public Debt. On top of that, the Fifth Circuit (who abandoned and did not affirm the Houston Division judgment) also inaccurately purported that the case was commenced solely to embarrass the opposing Respondent and thus would not hear oral argument. (*See* 5th Cir. "Conference Calendar" *of* 13 February 2001.) Now what is left, insofar as factual data is concerned, is that it seems clear that the local and territorial courts have arbitrated a hypothetical trial that has never occurred or been heard -and not the legitimate arbitrage cause of action actually before it. The invalid court orders have nullified rightful payments in the denominated currency futures injuring credit Claimant's economic standing and disparaging his commercial operations, holding that the suit was tried and dismissed as if United States

Code, Federal Regulations, and Federal Rules did not exist in ordinary calculations.

VI. Account. *TREASURY DIRECT®* account 4000-012-0872 is owned by and registered under Plaintiff Appellant Renobato's single ownership name in the so-called *TREASURY DIRECT®/TRADES* programs of participation. (*See* Appellant's *TREASURY DIRECT®* Account 4000-012-0872; 31 C.F.R. Part 357 Subpart B- Treasury/Reserve Automated Debt Entry System (*TRADES*), *and* 31 C.F.R. Part 357 Subpart C- *TREASURY DIRECT®* Book-Entry Securities System.) This account rendering is a common form of action at law against any entity, who by reason of some fiduciary relation (as factor, safe-keeper, etc.) was bound to render an account to another on the basis of federal law, but has refused to do so. (*See Peoples Finance & Thrift Co. of Visalia v. Bowman*, 58 Cal.App.2d 729, 137 P.2d 729, 731; *Free v. Bland*, 369 U.S. 663 (1962).) It should be restated that Plaintiff has properly attempted to enjoin his due rights and property interests through the legal process of attachment, however, United States employees who act as judges in the judicial branch have refused to grant access to such appropriate securities account of Claimant within the executive branch. (31 C.F.R. § 357.44) This exclusion of investment banker Renobato from the electronic payments system is wholly unwarranted, as even non-bank entities are entitled to participate in the bidding process for contracts to deliver federal benefits payments through electronic terminals. (*See Transactive Corp. v. United States*, 91 F.3d 232 (D.C.Cir. 1996).) Conspicuously, *TREASURY DIRECT®* is a registered monetary product "trade-mark" of the instant fiscal service program in the Department of the Treasury which positively confirms a direct account relationship between the beneficial owner of Treasury securities and the Department of the Treasury. (31 C.F.R. Part 357 App. B) Now, the high Court acting as a responsible organ of government, is called on in good faith to represent the best values of the judiciary in independently sorting out each and every count, and to secure the widely circulated and explicit underlying issues of restructuring the spread of stock options across a straddled digitization gap of rightful asset ownership in such account statement of Appellant. (*See Village of Belle Terre v. Boraas*, 416 U.S. 1(1974); *Kramer v. Union Free School Dist. No. 15*, 395 U.S. 621 (1969); *McGautha v. California*, 402 U.S. 183, 265 (1971).)

VII. Debt. In this case, the fundamental debt articles heretofore neglected to be executed and enforced lie principally with the Article I Section 8 commerce clause; the Fourteenth amendment

Section 4 where the validity of the public debt of the United States, authorized by law, shall not be questioned; and the forgotten Fifteenth amendment in the Bill of Rights vesting voting rights protection. (*See* U.S. CONST. art. I sec. 8, U.S. CONST. amend. XIV sec. 4, U.S. CONST. amend. XIV) ***A posteriori*** the referenced legislation transmuted the nation-state's operation of the public commodity property use into a constructive "waiver" of immunity, and is plenary, and brooks no restraint by the state on its exercise. (*See Parden v. Terminal Railway*, 377 U.S. 184 (1964).) Technically, at the same time, Title 31 United States Code Subtitle III- Financial Management Chapter 31 Public Debt; and parallel Title 31 Code of Federal Regulations Subtitle B Regulations Relating to Money and Finance, Chapter II- Fiscal Service, Subchapter B Bureau of the Public Debt make statutory provisions for commerce, securities regulations, exchanges, trades, transfers, limit orders, borrowing authority, privileges, options, markets, prices, etc.. ***A fortiori*** this debt action is commonly for a sum of money owing to one person from another entity in the form of electronic zeros; including not only obligations of debtor to transact redemption, but also rights of a public customer creditor to receive and enforce payment. (*See State v. Ducey*, 25 Ohio App.2d 50, 266 N.E.2d 233, 235.) Clearly, Appellant's current claims before the high court are within the collar or cap enumerated according to the bottom line of Title 31 U.S.C. 31 § 3101 Public debt limit wherefore "the face amount of obligations issued under this chapter and the face amount of obligations whose principal and interest are guaranteed by the United States Government (except guaranteed obligations held by the Secretary of the Treasury) may not be more than $4,900,000,000,000, outstanding at any one time, subject to changes periodically made in that amount" (*See* 31 U.S.C. 31 § 3101(b).) Furthermore, 31 U.S.C. 31 § 3123- Payment of obligations and interest on the public debt states that (a) "The faith of the United States Government is pledged to pay, in legal tender, principal and interest on the obligations of the Government issued under this chapter," and authorizes (b) "The Secretary of the Treasury shall pay interest due or accrued on the public debt." Certainly then, the debt liability on this credit claim, *TRADES* duty, and open market obligation in certificates of indebtedness including bills and hybrid federal reserve notes securing collateral payments constitute government derivatives under banking rules and are enforceable by law. (Bankruptcy Code § 101)

VIII. Electronic Case. It seems to reason that one must inspect the overlying ***prima facie*** contractual evidence and investigate the underlying cost of bills before framing an opinion or rendering a decision about this commerce lawsuit brought under the law of competition. (*See State ex rel. Herbert v. Whims*, 68 Ohio App. 39, 38 N.E.2d 596, 599, 22 O.O. 110; *State Farm Mutual Auto. Ins. Co. v. Rickhoff*, Mo.App., 509 S.W.2d 485, 487; *and see also* FED. R. CIV. P. Rule 26 *and* Rule 34.) Certainly, the appropriate form of action commonly adapted for the recovery of damages for some economic injury resulting to the Appellant from the wrongful commission or omission of the Appellee is 'trespass on the case' and comprehends any misfeasance, transgression or offense which damages Plaintiff's property or reputation. (*See e.g. Mueller v. Brunn*, 105 Wis.2d 171, 313 N.W.2d 790, 794; *King v. Citizens Bank of DeKalb*, 88 Ga.App. 40, 76 S.E.2d 86, 91) However, zeroing in on exactly what acts constitute the assertion of electronic trespass on the case is not so readily apparent on the face of the litigation and pleadings because the Bureau of the Public Debt facility front is housed in the Bureau of Printing and Engraving in the Department of the Treasury, whereas it maintains back office operations in Parkersburg, West Virginia. Comprehending the key issue of the electronic case connects the Departments intranet software transferring the specific keyed amount or denomination of monetary value through the intermediary 'E-Z CLEAR' primary bank reserve system into the designated depository account at such secondary retail banking institution.[4] However, only United States coin and currency, including Federal Reserve notes, (and not electronic money) are legal tender by law and is the form of currency to be accepted by creditors legally discharging debts. (31 U.S.C. § 5103) Finally insofar as the scope of electronic case is concerned 15 U.S.C. Chapter 41 Subchapter VI is relevant. (15 U.S.C. §1693 *et seq.*)

IX. Standing in the Zone of Interest and Passing the Zone of Interest Trial. Plaintiff's claim and complaint fall within the prudential zone of interests protected by the federal commerce and trade law invoked, and is built on the separation of powers and recognizes "the proper- and properly limited –role of the courts in a democratic society." (*See Allen v. Wright*, 468 U.S. 737, 751(1984).) In

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[4] GENERAL ACCOUNTING OFFICE; *Payments, Clearance, and Settlement: A Guide to the System, Risks, and Issues*, GAO-GGD-97-73

particular terms relating to access and review combined, Article III, § 1 makes it apparent that, while the constitution itself provides for a Supreme Court, it does not similarly mandate lower federal courts: "The judicial Power of the United States, shall be vested in one Supreme Court..." Moreover Article III, § 2 provides that "the Supreme Court shall have appellate jurisdiction as to both Law and as to Fact." (*See Martin v. Hunter's Lessee*, 14 U.S. (1 Wheat.) 304, 330-31 (1816).) These notions are important in screening and determining that the competitor Appellant's cause qualifies for review by the Supreme Court as one aggrieved by court "action within the meaning of a relevant statute" when "the interest sought to be protected by the complainant is arguably within the zone of interests to be protected or regulated by the statute or constitutional guarantee in question." (*See Association of Data Processing Service Organizations Inc. v. Camp*, 397 U.S. 150, 154 (1970); *Clarke v. Securities Industry Ass'n*, 107 S.Ct. 750, 757 (1987).) In contrast, what has transpired below is that the district court improperly looked beyond the zone of antitrust statutes under which the Plaintiff originally brought suit and imported such ideas of "waiver of sovereign immunity", the over-broad "Federal Tort Claims Act", and the "Tucker Act", to find inapplicable, irrelevant, and repealed laws upon which to summarily dismiss the action and pass the zone of interest trial to the Circuit Court for discovery. (*See* Defendant United States of America's Motion to Dismiss Pursuant to FED.R.CIV.P. Rules 12(b)(1) and (b)(6) and, alternatively, Motion for Summary Judgement [sic] *filed* 10 April 2000.) Factually, there was no need for the court to look beyond the concrete evidence of contracts (Form PD 3905) in discerning its zone of interest (*See* Form 3905 *for issue instructions on CUSIP*(s) 912795- BN0, BL4, CF6, CJ8, *and* FG1), because the United States court agencies decisions have "by its own force, raise(d) separation of powers problems" by illustrating coordination between branches of government, inasmuch as such problems arose "from the substantive issues the individual seeks to have adjudicated." (*See Flast v. Cohen*, 392 U.S. 83, 99 (1968).) Likewise, there is simply no "interplay" between the laws the action was commenced under and what rules the courts have relied on, that are relevant to shedding light on the law of competition, in order to avoid regulation of an 'IGO' Bureau in the executive branch. Overall, the recurring and overriding fact is that Appellant had established standing in the court of first instance commonly and statutorily on 15 U.S.C. 1, 31 U.S.C. Subtitle III, 31 C.F.R. Subtitle B, and Reg T, whereas there should be no question as

to whether the Bureau of the Public Debt has the capacity to be sued in a court of law.

X. Indispensability of the structure of the United States Government outside the scope of Real Parties in Interest. In validating the necessity of governmental institutions, the American "people must cede to it some of their natural rights, in order to vest it (*i.e.* 'government') with requisite powers" conducive to the interest of the people. (The Federalist Papers No. 2 (J. Jay).) In other words, the federal court system structure identified pursuant to Article III of the Constitution is essential in providing a way, means, and venues for the people to redress their grievances according to Article I of the Bill of Rights. (*See* U.S.CONST. art. III; *and* Bill of Rights art. I) This axiom is undeniable, however, "among the most formidable of the obstacles which the new Constitution will have to encounter may readily be distinguished the obvious interest of a certain class of men in every State to resist all changes which may hazard a diminution of the power, emolument, and consequences of the office they hold under the State establishments." (The Federalist No. 1 (A. Hamilton).) To the danger that the judges themselves might stray beyond their constitutionally delegated sphere of authority and thereby serve personal impulse to shield and protect another Bureau of their employer, rather than the Constitution, leaders of post-Revolutionary opinion replied by arguing that the judiciary would "be bound down by strict rules and precedents." (The Federalist No. 78 (A. Hamilton).) The founders added that, lacking ultimate "influence over either the sword or the purse," the federal judiciary "may truly be said to have neither force nor will but merely judgement" and may thus be expected to remain "the least dangerous" branch. (The Federalist No. 78 (A. Hamilton).) For this very reason the court is trusted to serve as "an intermediate body between the people and the legislature" but is not expected to allow government intrusion of Appellant's preferred rights, or intervene as the United States appurtenant to the presentation of security interest evidence in lawsuits in equity. (*See Murdock v. Pennsylvania*, 319 U.S. 105, 115 (1943); *and compare* 28 U.S.C. § 2403.) Albeit now, it is up to the Supreme Court to execute the implementation of such rules and precedents. Consequently in Renobato v. Bureau of the Public Debt, the Supreme Court has the delicate job of differentiating the overlap of branches, commingling of real parties in interest, and separating undue influence and internal bias from judgements which fail to restrain the impairment of the obligation of contracts. (*See Fletcher v. Peck*, 10 U.S. (6 Cranch)

87 (1810); *Ogden v. Saunders*, 25 U.S. (12 Wheat.) 213 (1827); *Pension Benefit Guaranty Corp. v. R.A. Gray & Co.*, 467 U.S. 717, 733 (1984); *Lynch v. United States*, 292 U.S. 571 (1934); *Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985).)

XI. Key Control Issues and Public Interest Satisfaction. The development of electronic banking and commerce technologies has strained traditional regulatory concepts and raised questions as to when and how the government should regulate various products and services that have emerged in today's markets, although the important legal right of Petitioner to go forward in front of a court at every level of government remains long standing. (*See King v. Idaho Funeral Services Ass'n*, 862 F.2d 744 (9th Cir.1988); *Forro Precision Inc., v. IBM Corp.*, 673 F.2d 1045 (9th Cir.1982), appeal after remand, 745 F.2d 1283 (9th Cir.1984) cert. denied, 471 U.S. 1130, 105 S.Ct. 2664 (1985); *ESI Montgomery County Inc. v. Montenay Int'l Corp.*, 899 F.Supp. 1061, 1065 (E.D.N.Y. 1995).) Factually, on 8 February, 1 March, 3 May, and 14 August 2000, purchases / sales were transacted via non-competitive tenders for investment grade bills directly between registered owner Plaintiff and the Department of the Treasury. The indexed bills were issued 11 February, 4 March, 8 April, 6 May, and 17 August 2000. Stripped discount refunds (IO *tint* component) were cleared and deposited 10 February, 3 March, 7 April, 5 May, and 16 August 2000. Claimant's reverse repurchase instruction orders were drawn on Form PD 3905 for all issues, and the noncertificated principal government warrants (PO *corpus* component) were surrendered and presented for denominational exchange in a timely manner in each instance. Nonredemption electronic funds transfers occurred 13 May, 3 June, 8 July, 5 August, and 16 November 2000 in the incorrect amount. The overlying financials are T-bills and have resembling Fed Note physicals underlying the currency options. The United States Court for the Southern District has confirmed, verified, and admitted the true ownership of securities entitlements saying that Renobato's claims "concern his Treasury bills", whereas the opinion of the three-judge panel for the Fifth Circuit, which abandoned Judge Gilmore's position, throws the law governing arbitrage, commerce and trade, money and finance, and settlement payment into complete disarray because of the split in vague judgements. (*See* 23 May 2000 Court 'ORDER'[sic], *and compare* 5th Circuit 13 February 2001 'Conference Calendar'.) This square conflict and change in rules among commercial enterprise and judiciary legislation means that, until the Supreme Court of the United States resolves the issues, courts

reviewing simple purchases and sales of securities will not be sure what criteria to apply in deciding federal questions according to the vagueness doctrine. (*See McCrary v. State*, Ala.Cr.App., 429 So.2d 1121, 1123; *Porta v. Mayor City of Omaha, Neb.*, D.C.Neb., 593 F.Supp. 963, 865.) As it stands under the lower Court's rule, ***bona fide*** 15 U.S.C. 1 class cases are re-stated and erroneously classified under 28 U.S.C. 171 tort actions essentially putting the action in a place where it cannot be settled but must go through years of grinding litigation. Therefore, if the Fifth Circuit opinion is wrong but ruling remains unreviewed, the decision will unjustifiably deter parties from settling and force them unnecessarily to litigate this cause of action on the property, contract, and evidentiary merits. If the Fifth Circuit is right and access to the judicial system and the United States capital marketplaces are closed, then parties that choose to enter into common reverse repurchase agreements cannot rely on justice of federal courts and should eventually see those rulings overturned. This court must reverse the stance of the circuit court panel and should grant review to clarify the governments exchange and trade standards and prevent the enormous waste of both judicial and personal resources that are the inevitable real-world result of the conflicting rulings. Note that the whole public has some common interest in this cause because the preservation and use of property held for the benefit of people, and devoted to public use and interest, and may be regulated and protected so that future generations shall not be deprived of the general benefit of such resources. (*See Russell v. Wheeler*, 165 Colo. 296, 439 P.2d 43, 46.) The circumstances which clothe this particular kind of business with the requisite "public interest" is the close relationship between the public and those engaged in the business world, and raises implications of affirmative obligation on part of the judiciary to be reasonable in dealing with the public. (15 U.S.C. § 16(e)) Plaintiff does not have to dedicate his property or business solely to public use, or cover it with a public interest, merely because he co-makes commodities for, and trades with the public in common callings. (*See Chas. Wolff Packing Co. v. Court of Industrial Relations of State of Kansas*, 262 U.S. 522, 43 S.Ct. 630, 633, 67 L.Ed. 1103.) Here, Appellant's business presses and bears upon meeting the public interest standard because it is large, because the public has a concern in respect of its maintenance, and derives benefit, accommodation, ease, and enjoyment from it. (*See Tyson & Bro. United Theatre Ticket Offices v. Banton*, 271 U.S. 418, 47 S.Ct. 426, 71 L.Ed. 718.) The fact is that in addition to the former positive reasons,

the competitive impact and impact of entry is in the public interest for any potential would-be participant. (*See Chevron USA Inc. v. Natural Defense Resources Council*, 467 U.S. 837(1984).) Even so, be reminded that all Judges on the bench are employees of the United States and therefore subject to recusal, and that for many years it has been the Court's invariable practice to grant certiorari when four of the nine justices affirmatively press and vote for a grant of certiorari. (*See Rogers v. Missouri Pacific R. Co.*, Mo.1957, 77 S.Ct. 443, 450, 532 U.S. 500, 509, 1 L.Ed.2d 493, 517.)

XII. Program Schedule and Leverage Tool Use. Arbitrage and leveraged buyout transactions are perfectly legal and regular practice in the equity, commodity, and treasury markets respectively. (Reg T § 220.7) Basically, leverage or capitalization can be defined as the use of a smaller investment to generate a larger rate of return through debt usage. (*See e.g. Community Bank v. Jones*, 278 Or. 647, 566 P.2d 470, 475.) This efficient use of leverage is critical to any arbitrageur's scheduled rate of return or ***animus lucrandi***. Records will show that Plaintiff Renobato is well versed in the positive effect of gearing long positions and unwinding or matching a corresponding short position in order to complete such permissible arbitrage transactions. (*See Renobato v. Merrill Lynch et. al.*, NYSE Inc., Arbitration #1997-006649, *and see also Renobato v. Merrill Lynch et. al.*, U.S.D.C. *case* H-98-0360 *now pending in the SDoT.*) In this particular cause of action styled Renobato v. Bureau of the Public Debt, the lawful and proper program schedule or leverage tool to use in procuring transfers and exchanges in government securities is Form PD 1827 or Form PD 3905 as appropriate. (31 C.F.R. § 306.15) 'Minimum to hold' means the smallest amount of a security that will be issued to a bidder and may be held in any book-entry account, and is equivalent to securities haircuts. (*See* 31 C.F.R. § 356.2, *and compare* 17 C.F.R. § 240.15c3-1.) The reverse repurchase deficit represented as the differential between the market value of securities subject to the contract price for the repurchase of the securities at appropriate market values has lead to charging the Bureau with conspiring to eliminate the competition for product versions, and by tying up the supply of key trigger mechanisms (*i.e. transactions after issue*) used to create them. (31 C.F.R. § 306.1(b).) The investor Claimant's relationship with the Bureau's back office operations, that supplies the key electronic credit entries and is responsible for servicing this function, has lead up to the commencement of action. The most common element and ground on the Bureau's antitrust violations

involve vertical mergers that restrain lawful arbitrage trade and commerce, and lessen free competition. (15 U.S.C. § 7) From a historical view, the Cellar-Kefauver Act is of significance since it expanded the scope of Section 7 in a number of ways, including bringing asset acquisitions within its scope. Thus, when the change in capitalization results from a sale of additional stock at a comparatively low price (through the exercise of subscription rights/warrants) or to the convertibility of senior equities, adjustments are usually made in rights[5] and this must be enforced.

DIRECT REASONS FOR ALLOWANCE OF THE WRIT

There are numbers of affirmative reasons why the Supreme Court should grant this *Petition for Certiorari* that have traditionally deemed to warrant plenary review, not the least of which are conflicting judgments and inferences drawn against articles of the Constitution, 15 U.S.C., 31 U.S.C., and 31 C.F.R.. Generally, this volume presents major issues of commerce, exchange and arbitrage. Next, the renditions of lower court decrees create restraint problems in the securities industry and are contrary to the language of the open market system. (12 U.S.C. § 263(c)) Also, the opinions below question nationwide issues concerning the enforcement of contracts and property rights under statutory federal law. Particularly, the differing legal standards split between the district and circuit courts, if permitted to stand, cause confusion regarding the proper rule, makes settlements chancy propositions, violates the rule of evidence, and will strongly discourage business investment within U.S. capital markets at large. Last, this cause is of public importance to society as a whole because of the economic expansion created, the monetary stimulus provided, and the commerce/trade benefits directly bearing on the area's credit status and should be reviewed.

XIII. (A.) CONSTITUTIONAL PORTFOLIO- **Fundamental property and contract examinations.** The total range of legal issues heretofore put forward and explored in Renobato v. Bureau of the Public Debt are numerous and many fold. (*See generally* Plaintiff's *Original Complaint and Statement of Claim*, Creditor's *Bill of Exchange filed* 9 February 2000; *and Appellants Brief of* 16 August 2000.) Concurrent listing of each and every particular encroachment and breach claimed committed or omitted by Defendant Appellee perpetrator is such that investigation of each in turn herein would exceed the page limitation set for this economic treatise denominated as ***certiorari*** in the appeals process. (*See* Rules of the

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[5] COTTLE, MURRAY, BLOCK; Graham & Dodd's Security Analysis, 5th Ed. (1988)

S.Ct. Rule 33.3) Notwithstanding, an intermediate three-judge court arbitrarily writes an unsigned and vague opinion apparently setting aside the claims of Claimant merchant at the appellate level (*See* 5th Circuit Conference Calendar *of* 13 February 2000), whereas a lower level federal district court enters an injunction appurtenant to a subsidiary Defendant Bureau exactly coinciding with the point and time scheduled for discovery (*See* U.S.D.C. ORDER *filed* 23 May 2000), and each referenced and identified act constitute the official U.S. employees renditions upon which the following great exceptions and weighty legal issues are based, founded, raised and are matched to the notion that property can be attacked without any enforcement.

1. Separation of Powers Restructured. Generally, on one hand in guaranteeing certain civil and political rights under Article I, Article II, and Article III the ***Magna Carta's*** doctrine of separation of powers is enacted as; "We the people of the United States" provide for the severability of authority among the legislative (writes and passes bills), executive (carries out acts), and judicial (adjudicate disputes under laws) branches inside government. (*See* U.S. CONST.) Particularly, on the other hand in terms of the national security, Title 31 Money and Finance Code of Federal Regulations Section 356.2; and 31 C.F.R. § 356 Subpart D legally defines and makes provisions for the Separate Trading of Registered Interest and Principal Securities which actually multiplies the distribution of powers for the corpus and/or tint entitlement holder. (*See* 31 C.F.R. § 356 *generally*.) Analogous, arranged in terms the Supreme Court has promulgated and will understand, the executing or reconstitution of such system of checks and balances will dictate that an extreme branch "be limited to the exercise of the powers appropriate to its own department and no other" (*See Kilbourn v. Thompson*, 103 U.S. 168, 191 (1881); *Kendall v. United States ex rel. Stokes*, 37 U.S. (12 Pet.) 524 (1838)), thus, the judicial branch in fulfilling its mission to arrest the other branches so as to preserve settled expectations that the body of federal legal principles has set, the Court will exercise its judicial power pursuant to Article III, and this is just. However, the foregoing coined postulate that flows from the obligations of good faith stands to be affirmed or denied in whole or in part because:

(a) if the current political system in place actually works, operates, and produces results as a tried and true democratic republic in checking one another to shield the individual from governmental oppression and discrimination in a framework

ultimately supervised by disinterested judiciary, then the said legal outcomes on this subject must be reversed, changed, or adjusted to reflect a more appropriate model of settled government regularity in separating the hegemonic monopolistic powers that be; and

(b) if the degree to which various governmental arrangements comport with or threaten to undermine the independence and integrity of one of the Plaintiff's species of property rights, or if the extent of government trust combinations manipulates determinations in subsidiary levels of government, then the resulting conclusion drawn about the ability of the actions at any one level renders another incapable of reaching the actual goal of the constitutional design forming a well-balanced government; or then the degree to which complicity between and among levels of government yields damaging opinions in which no one has to be adequately answerable, is righteous. (*See Shapiro v. Thompson*, 394 U.S. 618 (1969); *State v. Scheuering*, 226 La. 660, 76 So.2d 921, 924.)

2. Fundamental Property Rights and Preferred Liberty of Contract. The general notion that governmental authority has limits which preserve subjects autonomy predates the establishment of the American republic.[6] Without question, Article I, § 10 commands that, "No State shall...pass any...Law impairing the Obligation of Contracts..." (*Lynch v. United States*, 292 U.S. 571 (1934) *Lichter v. United States*, 334 U.S. 742 (1948); *Perry v. United States*, 294 U.S. 330, 353-54 (1935).) Likewise, rights of property ownership emerged as an interpretation of, and are insured under the Fourteenth Amendment to the U.S. Constitution, virtually guaranteeing that "no state could deprive its citizens of the privileges and protections of the Bill of Rights" safeguards. (*Adamson v. California*, 332 U.S. 46, 74-75 (1947).) In fact, Supreme Court justice Frankfurter believed that he could identify "those liberties of the individual which history has attested as the indispensable conditions of an open as against a closed society" (*Kovacs v. Cooper*, 336 U.S. 77, 95 (1949).) by a "disinterested inquiry pursued in the spirit of science, on a balanced order of facts exactly and fairly stated, on the detached consideration of conflicting claims...on a judgement not ***ad hoc*** and episodic, or arbitrary but duly mindful of reconciling the needs of both continuity and of change in a progressive society." (*Rochin v. California*, 342 U.S. 165, 172 (1952).) Here, in particular, if

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[6] *See* B. BAILYN, The Ideological Origins of the American Revolution 55-93, 175-98 (1967); G. WOOD, Creation of the American Republic (1969).

each level and branch of government is bound to be confined to a sphere of authority defined by the nature of the function of that level or branch and by the inherent rights of citizens, pertinent questions are:

(a) ultimately, whether justice protects little beyond the entitlements that government chooses to confer, or unless government operations were not infused with substantive values beyond those of assuring the implementation of the state's own dispositive decisions, whether subjects property improvement transactions are warranted and protected from improvident impairment at law, or not? (*See Ogden v. Saunders*, 25 U.S. (12 Wheat.) 213 (1827); *Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985); *Raley v. Ohio*, 360 U.S. 423 (1959).)

(b) whether the basic relation between federal judges and political bodies has continued, without real interruption, to be one in which general constitutional principles are regularly invoked to strike down sub-optimal governmental choices in the industrial digital age, or will a last resort judicial intervention protect subject property and contract liberties? (*See Poe v. Ullman*, 367 U.S. 497, 517 (1961); cf. *Moore v. West Cleveland*, 431 U.S. 494, 541 (1977); *Aptheker v. Secretary of State*, 378 U.S. 500 (1964).); and/or

(c) whether an affirmative Defense restatement followed in combination with judicial non-intervention in respect of matter protecting subject's property rights and contractual liberties will end without hearing by jury, or rather how the nation-state will cover, propagandize, or justify their abridgement of the individual natural person's business, prosperity, welfare, property and contracts leaving a wholesale abandonment in the authorities of record? (*See e.g. East New York Sav. Bank v. Hahn*, 326 U.S. 230, 232 (1945); *Veix v. Sixth Ward Bldg. & Loan Ass'n*, 310 U.S. 32, 38 (1940).)

3. Indentured Servitude. Involuntary servitude can be said to be the condition of one who is compelled by force, coercion, or imprisonment, and against his will, to labor for another, whether he is paid or not, ***ipso facto***. (*Ex parte Wilson*, 114 U.S. 417, 5 S.Ct. 935, 29 L.Ed. 89; *In re Slaughterhouse Cases*, 83 U.S. (16 Wall.) 69, 21 L.Ed. 394; *Robertson v. Baldwin*, 165 U.S. 275, 17 S.Ct. 326, 41 L.Ed. 715.) ***Ipso jure***, the Thirteenth amendment to the U.S. Constitution prohibits slavery peonage or compulsion labor for all debts. (U.S. CONST. amend. XIII). Also in context, debt service (*i.e.* fiscal service; *see* 31 U.S.C. 3 § 306) can be defined as the interest and charges currently payable on a debt, including principle payments, or a sum of money due by certain and express agreement including

not only obligation of debtor to pay, but right of creditor to receive and enforce payment. (*State v. Ducey*, 25 Ohio App.2d 50, 266 N.E.2d 233, 235; *see also* Black's Law Dictionary) Inasmuch as judicial review is concerned on this particular question, remote levels of relations with distant federal bureaucracies and institutions seem to be the antithesis of respect for personal integrity and autonomy. Hence, prosecution will emphasize its rightful place to stand in the persistent war waged against capricious subjugation at the whim of the sovereign. (*Marbury v. Madison*, 5 U.S. (1 Cranch) 137 (1803).) Definitively, "the very idea that one may be compelled to hold his means of living, or of any other material right essential to the enjoyment of life, at the mere will of another" has been ruled "intolerable in any country where freedom prevails, as being the essence of slavery itself." (*Yick Wo v. Hopkins*, 118 U.S. 356, 370 (1886).) Now, the wholesale questions positioned in remainder are:

(a) whether gridlock in governments and the sum total of global judicial errors blocking grants, issues under the guise of court conferences, mandate reversal to secure and enforce prohibition of involuntary servitude under the Thirteenth Amendment.

(b) whether admitted printing errors will face the necessary corrections as identified in such MEMORANDUM of 13 February 2001 thus implementing, executing, and perfecting appropriate, and transparent fiscal debt service operations pursuant to 31 U.S.C. 3 § 306, and the Fourteenth Amendment Section 4 where the validity of the public debt of the United States, authorized by law, shall not be questioned. (31 U.S.C. § 306; U.S. CONST. amend. XIV sec. 4)

4. Direct Equal Access Protection. The Supreme Court's reservations about the efficacy and legitimacy of intrusive federal injunctive remedies may have first surfaced in the school desegregation context. (*Milliken v. Bradley*, 418 U.S. 717 (1974).) Obviously, Section 1 of the Fourteenth Amendment declares that "No State shall make or enforce any law which shall abridge the privileges or immunities of the United States..." (*See* U.S. CONST. amend. XIV sec. 1, *and see also Colgate v. Harvey*, 296 U.S. 404, 428 (1935).) Regardless, the central concept of the clause, equality, requires the specification of substantive values before it has full meaning.[7] Here, the opacity of the clause as applied in this case,

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[7] *See* WESTEN, "The Meaning of Equality in Law, Science, Math and Morals: A Reply," 81 Mich.L.Rev. 604 (1983); WESTEN, "The Empty Idea of Equality," 95 Harv.L.Rev. 537 (1982).

cries out for a mediating principle and for supplying some variety of anti-discrimination policy relevant to equal access protection. Thus, Plaintiff requests resolution as to: when mediated by an anti-discrimination principle, will the Fourteenth Amendment (or the Fifteenth, and perhaps the Thirteenth) become a tool for overturning: (1) injurious judicial decisions that deny equal protection of the laws like Article I Section 8: (2) legislative acts that are based on invidious rather than rational grounds, and (3) executive or administrative opinions that are motivated by unacceptable types of internal bias, or not? (*See e.g. City of Mobile v. Bolden*, 446 U.S. 55 (1980), *and City of Memphis v. Greene*, 451 U.S. 100 (1981); *United States v. Kras*, 409 U.S. 434, 445 (1973).)

XIV. (B.) COMMERCE AND TRADE, MONEY AND FINANCE, AND RULE OF PROCEDURE PORTFOLIO- **Technical Antitrust, Rule of Law, and Valid Debt Claims.** More interest should be paid to the following group of legal prescripts, supervisory schemes, and regulatory channels named or used hereafter that are to be scientifically tested for validity, integrity, and reliability in terms of applying the referenced statutory legislation, cannon, or rule to acts of BPD, embedded in the disparity of demand outstripping supply.

1. Permissible Reverse Repurchase Contracts, Presentment, and Trade Acceptance. Assuming the production of a negotiable *Bill of Exchange* instrument to the drawee (*i.e.* Defendant Respondent Appellee) on acceptance, or of a promissory note to the said party liable for payment of the same, is presentment in this sentence (*See People v. Norwood*, 26 Cal.App.3d 148, 103 Cal.Rptr. 7, 11; *Allmon v. Allmon*, Mo.App., 306 S.W.2d 651, 655.); whether a district judge is correct in giving a public interest determination favoring a Bureau in a separate branch of her employer's (*i.e.* United States) organization before the prosecution (*i.e.* Plaintiff Claimant Appellant) had put in any of 'ITS' contractual evidence in admittance, is valid, because of the ensuing contrary reasons: (*Note, see* NYSE Rule 15- *definition of 'its'*- Intermarket Trading System.)

(a) the commercial property ownership and contractual rights transgressions commissioned by Defendant Bureau warrant presentment (*See e.g. U.S. v. Briggs*, C.A.Fla., 514 F.2d 794, 804; *State v. Hudson*, Tenn.Cr.Ap., 487 S.W.2d 672, 674) against the same on such personal chattel forward contract breaches at issue as clear restraint of commerce (15 U.S.C. § 1), monopolizing trades (15 U.S.C. § 2), and discrimination in price, services, and facilities (15 U.S.C. § 13); whereas the un-heard, but related and admissible contractual evidence filed as proof (*See* Appellant's *Restraint of*

Trade/Monopolization Proofs, Clear Demonstration of Forced Wash Sales or more commonly Price, Services, and Facilities Discrimination Proofs filed 28 February 2001) is another simultaneous demand for "electronic funds transfer"[8] ('EFT') redemption and payment made upon the drawee, acceptor, or maker Appellee by or on behalf of the entitlement holder or payee Appellant (U.C.C. § 3-104; § 3-504(1)) and can not be merely voided, annulled, or improperly restated by the governments own justice as pay back for the remedy on such an anti-trust violations.

(b) the hypothetical (31 C.F.R. § 357 App. B- J. *Hypotheticals*) case that has not been heard (15 U.S.C. § 18(f) **hearings**) to this point is whether the courts acts (intermediate and below) constitute errors in legislating and fixing trial results ***pendente lite*** by holding, through one statutory employee and also via a territorial three-judge panel, that Claimant Appellant could be precluded from recovery (15 U.S.C. § 15), injunctive relief (15 U.S.C. § 26), or obtaining distribution (15 U.S.C. § 15e) of civil pecuniary consideration legally measured (15 U.S.C. § 15d) on the basis that such order ticket (Form PD F 3905) elections clearly establish empirical evidence in the public interest (15 U.S.C. § 16e) relating to obligations drawn on the face of the Full Faith and Credit clause in United States derivative Treasury bills.

(c) and whether the completion of the transaction in permissible ***bona fide*** arbitrage (12 C.F.R. § 220.7) transaction settlements are subsequently enforceable ***ex post facto*** through the court system's application of federal laws to wit: U.S. CONST., 15 U.S.C. 1, 31 U.S.C. 31, and Regulation T, or not?

2. Securities entitlements in *STRIPS TRADES* valuation. Assuming free trade and open market conditions, whether the rights and property interest of an Entitlement Holder with respect to a Book-entry Security are of any value an a relevant sub-market? (*See* 31 C.F.R. Subpart A § 357.2; 31 C.F.R. Subpart B § 357.11) And more fundamentally, whether the provisions endowing Congress with the power to pay the domestic Debts of the United States, to borrow money on the credit of the United States, to regulate Commerce among the several States, to coin Money and regulate the value thereof, is obsolete as Defense attorneys' claim, or not? (*See e.g.* U.S. CONST. art. I, sec. 8, *and compare* 31 U.S.C. 31 *et seq.*)

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[8] The Electronic Funds Transfer Act, was enacted in 1978, its primary objective is the provision of individual consumer rights. (*See* 15 U.S.C. §§ 1693 et.seq.)

3. Rule of Evidence. One part of positive lawmaking is the bearing that clear proof and physical evidence have on the outcome of legal situations, and candor will oblige us to admit that Federal Rules of Evidence is a significant component of adjudicating any controversy. (*See* FED. R. EVID. *generally.*) In the course of preceding observations written in Federalist Papers, all American citizens (including judges and attorneys) are warned to "guard against all attempts, from whatever quarter, to influence your decision in a matter of the utmost moment to your welfare by any impressions other than those which may result from the evidence of truth." (The Federalist Papers, No. 1 Hamilton) The ***res ipsa loquitur*** evidence doctrine is summed up as requiring the best available evidence be presented and is properly admissible. (*See Daubert v. Merrell Dow Pharmaceuticals Inc.*, 509 U.S. 579 (1993); *People v. Banks*, Colo.App., 655 P.2d 1384, 1387; *State v. Stephens*, Mo.App., 556 S.W.2d 72, 723; *and* FED. R. EVID. Rule 1002.) Be advised that the United States District Court transcript of the Rule 16 Discovery Conference confirms that the sole judge only "looked at the government's motion to dismiss" and not any of the prosecutions litigation, or even one piece of evidence; whereas on another level in a letter document to the Appellant, the local circuit court declared that they were "unable to take any action on (Plaintiff's) 'Restraint of Trade/Monopolization Proofs, etc.'" that was submitted as part of prosecutorial litigation EXHIBITS in order to make a clear cut route to executing Claimants legal collection rights, powers, and privileges. (*See* 5th Circuit's March 5, 2001 *generic letter.*) Questions remaining in principle part before the Supreme Court are:

(a) whether statutory government employee's opinions, who only look at inter-governmental parties pleadings and do not take evidence in making public interest determinations as to remedy, are to be treated as questions of interpretation and application of the proffered statements, or rather as questions of law to be decided in entirety by the Supreme Court of the United States?

(b) whether after a nation-state court has suppressed evidence, and has enjoined the arbitrage firms officials from testifying concerning such evidence, and inappropriately applied the Federal Tort Claims Act to an Anti-trust lawsuit; if a federal conviction may thereupon be had and stand when not affirmed at the local level, and correctly involves application of the Federal Rules of Evidence; Commerce and Trade Code, and Money and Finance Code rather than a sole generic hybrid tort count against

the United States (who is not named as a party in the action) and are remedial, or not?

(c) whether the differential zone between scientific analysis and discovery processes will eventually recognize the force in the underlying principle message that the prosecution satisfied the "beyond a reasonable doubt" burden of proof insofar as clear and convincing evidence is concerned, and as a result to what extent will the deduction be drawn from established Acts of Congress in the particular Commerce and Trade field of controversy and contest?

4. Triers of Fact. Commonly triers of fact include the jury, and the court when the court is trying an issue of fact other than one relating to the admissibility of evidence. (*See e.g.* Calif.Evid.Code.) In this cause of action, Claimant's *Original Complaint and Statement of Claim* dated 8 February 2000 was covered by Form JS 44 which clearly established the following facts: (1) the only Defendant Bureau of the Public Debt resides in the District of Columbia, (2) the basis of jurisdiction is diversity and amount, (3) that the nature of suit is Antitrust and not Torts, (4) that the cause of action is pursuant to 15 United States Code for denominational exchange gains under 31 Code of Federal Regulations, and (5) that demands were made for $1,337,962,000 in legal tender and also for a jury trial. The question is: after the Respondent's counsel concede the allegation of jurisdiction at both lower levels[9], whether in a continuing federal appellate court suit brought by Petitioner against Defendant Bureau, and after courts have unilaterally held via partisan United States employees who hold offices as Judges, that no Defense attorney in government would compete with Appellant Plaintiff who opposes a subsidiary intergovernmental quasi-corporation in a positive contest for monetary reparations before a jury, is a perfectly competitive market, equally efficient, and facilitating consumer benefits?

5. Want of Assignments. First and foremost, Title 31 C.F.R. § 357.22 empowers rightful transfers whereby: "A security may be transferred only as authorized by this part. A security may be transferred from an account in *TREASURY DIRECT®* to an account in *TRADES*. A security may be transferred between accounts in *TREASURY DIRECT®*, or from an account in *TRADES* to an account in *TREASURY DIRECT®*." More, Title 31 C.F.R. § 306.15 mandates

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[9] "Notice of Appeal" was timely filed on June 19-22, 2000 (30-32 DOC), thereby vesting this Court with jurisdiction pursuant to 28 U.S.C. § 1291 (*See Brief of Appellee*, p.2 par. 1 sen. 2)

that "the transfer of registered securities should be made by assignment in accordance of subpart F of this part. Transferable registered securities are eligible for denominational exchange and exchange for bearer securities. Bearer securities are eligible for denominational exchange, and when so provided in the offering circular, or eligible for exchange for registered securities. Specific instructions for issuance and delivery of the new securities, signed by the owner must accompany the securities presented. (Form PD 3905 or PD 1827, as appropriate may be used.)" The truth is that each and every one of the foregoing criteria was followed to the letter and complied with in all respect by the public customer Appellant. However, at the same time, written assignments have not existed on the face of the governments papers according to Federal Rules of Civil Procedure Rule 11- Signing of Pleadings, Motions, and Other Papers; Representations to the Court; Sanctions where "Every pleading, written motion, and other paper shall be signed by at least one attorney of record in the attorney's individual name, or, if the party is not represented by a attorney, shall be signed by the party…An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party." (*See* FED. R. CIV. P. Rule 11) Undeniably, the fact is that the lack of signatures invalidates, voids, and nullifies the written opinion of such three-judge panel. (*See Reynolds v. Volunteer State Life Ins. Co.*, Tex.Civ.App., 80 S.W.2d 1087, 1092; *Klugh v. United States*, D.C.S.C., 620 F.Supp. 892, 901; *Easterline v. Bean*, 121 Tex. 327, 49 S.W.2d 427, 429.) This assertion will stands firm as "there are few, if any, situations in our system of justice in which a single judge is given unreviewable discretion over matters concerning a person's liberty or property." (*Jones v. Barnes*, 463 U.S. 745, 751 (1983).)

6. Conflict Among Circuits Message. Neither the United States District Court for the Southern District of Texas nor the United States Court of Appeals for the Fifth Circuit addressed the principal underlying issues put before them for resolution and clear determination. At the same time, Plaintiff's rights, powers, and privileges, and corresponding customs, duties, and obligations of the Defendant have been marred, debased, and impaired by the messages implied by such judicial actions[sic]. Moreover, both the void order of the Houston Division, and the unsigned opinion of the appellate level institution stand at odds with practically every antitrust case dealing with the basic economics of competition, monopoly, market power, concerted refusals to deal, exclusionary

practices, vertical integration, tie-ins, and evidence of distribution restraints. (*See Balmoral Cinema v. United Artists Pictures Corp.*, 885 F.2d 313 (6th Cir.1989); *Standard Oil Co. v United States*, 221 U.S. 1, 31 S.Ct. 502 (1911); *United States v. E.I. DuPont Nemours & Co.*, 353 U.S. 586, 77 S.Ct. 872 (1957); *United States v. American Tobacco Co.*, 221 U.S. 106, 31 S.Ct. 632 (1911); *Interstate Circuit v. United States*; 306 U.S. 208, 59 S.Ct.467 (1939).) The Congress that enacted the Sherman Act saw it as a way of protecting consumers against market entry prices that were too high, not too low. (*See Kartell v. Blue Shield (Mass.)*, 749 F.2d 922 (1st Cir.1984), cert. denied, 471 U.S. 1029, 105 S.Ct. 2040 (1985).) Analogous, the Supreme Court has often relied on mere circumstantial evidence in ascertaining behaviors that were inconsistent with profit-maximization adding "While the District Court's finding of an agreement of the distributors among themselves is supported by the evidence, we think that in the circumstances of this case such agreement * * * was not a prerequisite to an unlawful conspiracy. It was enough that, knowing that concerted action was contemplated and invited, the distributors gave their adherence to the scheme and participated in it." (*See Interstate Circuit v. United States*; 306 U.S. 208, 59 S.Ct. 467 (1939).) Notwithstanding the convictions in those listed cases, the Clayton Act has expanded and increased the scope of anti-trust regulation by explicitly condemned anti-competitive price discrimination, tying, exclusive dealing, and injury to business or property, as well as preferring the position of consumers and competitors. (*See Yentsch v. Texaco Inc.*, 630 F.2d 46, 56-57 (2nd Cir.1980); *Bob Maxfield Inc. v. American Motors Corp.*, 637 F.2d 1033, 1037 (5th Cir.1981), cert. denied, 454 U.S. 860, 102 S.Ct. 315 (1981); *Siegel v. Chicken Delight Inc.*, 448 F.2d 43, 47 (9th Cir.1971), cert. denied, 405 U.S. 955, 92 S.Ct. 1172 (1971); *Reiter v. Sonotone Corp.*, 442 U.S. 330, 99 S.Ct. 2326 (1979), on remand, 602 F.2d 179 (8th Cir.1979).) There is no doubt that consumers have always been antitrust's preferred plaintiffs, and even critics whose notions of appropriate enforcement are most restrictive recognize the value of consumer suits in correlation to a main goal of antitrust policy that is low entry prices and high quality output for customers. It is apparent that the recent developments in Renobato v. Bureau of the Public Debt reveal disagreement among the circuits surrounding the substance of competition and trust, which only the Supreme Court can finally resolve. ***Certiorari*** should be granted for this purpose as well as to establish that uniformity of procedure for contesting commercial arbitrage transactions that are the clear intent of the underlying

federal claims currently at issue before the honorable court, for if the decisions are unreviewed it will discredit the cited authorities, and other ***pro se*** litigants will be faced with the impossible burden of settling lawsuits that protect property and business within the nation-state's federal court system.

[The foregoing basis, authorities, and choices are rightfully presented in this instrument denominated as *Appeal / Petition for Writ of Certiorari*, in Renobato v. Bureau of the Public Debt No.H-00-0425/No: 00-20555. Claimant hereby adopts each of the gross reasons by incorporation.]

DRAWN CONCLUSION

XV. Harnessing the Right Powers and Privileges of Passing Bills in Governments. Without immediate review by the Supreme Court, Appellant's legal rights to the most effective forms of antitrust relief will be stripped and foreclosed while simultaneously forcing a sole proprietor to give up his professional trade, vocation, skill, and commercial calling. In the matter of Renobato v. Bureau of the Public Debt, even if the federal judicial business consisted of nothing more than statutory interpretation and interstitial common lawmaking appurtenant to this suit, then Plaintiff would prevail on the contractual evidence alone, not to mention property ownership rights or Defendant's encroachment of legislative grounds. Beyond dispute, Title 31 C.F.R. § 321.6 preserves Renobato rights under law wherefore; "Nothing contained in this part shall limit or restrict any existing rights which holders of securities may have acquired under the offering circulars or the applicable regulations" whereas Title 31 C.F.R. § 321.15 fixes Bureau of the Public Debt's liability for losses; "Under the governing statute, as amended (31 U.S.C. 3126(a)), an agent cannot be relieved of liability for a loss resulting from an erroneous payment..." As the cause of action stands today, the opinions of the court agencies concerning Title 15 U.S.C. § 26, which clearly states that "Any person, firm, corporation, or association shall be entitled to sue for and have injunctive relief, in any court of the United States having jurisdiction over the parties, against threatened loss or damage by a violation of the antitrust laws, including sections 13, 14, 18, and 19 of this title, when and under the same conditions and principles as injunctive relief against threatened conduct that will cause loss or damage is granted by courts of equity, under the rules governing such proceedings, and upon the execution of proper bond against damages for an injunction improvidently granted and a showing that the danger of irreparable loss or damage is immediate, a preliminary injunction

shall issue..." has been completely plundered, destroyed, mutilated, and overturned. As previously demonstrated, this matter is one where certiorari ought to be granted because; (1) the United States Court of Appeals has entered a decision in conflict with the decision of another United States Court of Appeals, (2) the lower venues have so far departed from the accepted and customary course of judicial proceedings in the capital markets as to call for an exercise of this court's supervisory power, and (3) the 5th Circuit has failed to affirm important questions arising under federal law that have not been but should be settled in this court, or rather has decided an important federal question in a way that conflicts and deviates with relevant decisions of this court. Positively in terms this court will comprehend "nothing could be more ill-judged than that intolerant spirit which has at all times characterized political parties" and therefore any denial of certiorari does not import any expression of views by the Court concerning the merits of the case or whether the case was correctly decided below. (*See e.g. United States v. Carver*, N.Y. 1923, 43 S.Ct. 181, 260 U.S. 482, 490, 67 L.Ed. 361, 364; *Sunal v. Large*, Conn.1947, 67 S.Ct. 1588, 1592, 332 U.S. 174, 181, 91 L.Ed. 1982, 1988; *State of Ohio ex. rel. Eaton v. Price*, Ohio 1959, 79 S.Ct. 978, 979 note 1, 360 U.S. 246, 247 note 1, 3 L.Ed.2d 1200, 1202 note 1; *Hughes Tool Co.v. Trans World Airlines Inc.*, N.Y.1973, 93 S.Ct. 647 note 1, 409 U.S. 363 note 1, 34 L.Ed.2d 577 note 1; *Hopfman v. Connolly*, Mass.1985, 105 S.Ct. 2106, 2107, 471 U.S. 459, 461, 85 L.Ed.2d 469, 471; *Teague v. Lane*, Ill.1989, 109 S.Ct. 1060, 1069, 489 U.S. 288, 296, 103 L.Ed.2d 334, 349; *Hambsch v. United States*, Cl.Ct.1989, 109 S.Ct. 1969, 490 U.S. 1054, 104 L.Ed.2d 437; *Wisconsin Department of Revenue v. William Wrigley Jr. Co.*, Wis.1992, 112 S.Ct. 2447, 2452, 505 U.S. 214, 219, 120 L.Ed.2d 174, 184; Brown v. Texas. Tex.1997, 118 S.Ct. 355, __ U.S. __, 139 L.Ed.2d 276; *see also memorandum of Chief Justice Warren in Martin v. Texas*, 1965, 86 S.Ct. 307, 382 U.S. 928, 15 L.Ed. 2d 340.) Notwithstanding, ultimately in the Supreme Court cause, one choice will stand out above all others, and that is to grant certiorari, vacate judgements rendered, and reverse the principles in appropriate fashion, thus giving binding instructions or require that the entire record be sent up for decision of the aggregate bill matter in controversy. (28 U.S.C. § 1254)

PRAYER

Ora pro nobis. With due solemn respect, Appellant honestly prays (1) for affirmative relief, (2) that four Justices vote for a grant of certiorari, (3) for plenary consideration in review (*May v. Henderson*, 268 U.S. 111, 45 S.Ct. 456, 69 L.Ed. 870; *Mashunkashey v.*

Mashunkashey, 191 Okla. 501 134 P.2d 976, 979); (4) for reversal of lower court choices, (5) for "***GVR***" where this Court grant certiorari, vacate the judgements, and remand the case to a lower court for further consideration in light of potentially pertinent factors that were not considered below (*See Stutson v. United States*, Ala.1996, 116 S.Ct. 600, 516 U.S. 193, 133 L.Ed.2d 571; *Lawrence v. Chater*, N.C.1996, 116 S.Ct. 604, 516 U.S. 163, 133 L.Ed.2d 545; *Lords Landing Village v. Continental Ins. Co.*, Md.1997, 117 S.Ct. 1731, 520 U.S. 893, 138 L.Ed.2d 91), (6) for determination of the net long and short positions if contrary to the *Bill of Exchange* accrued through the rollout date of 21 March 2001 (31 C.F.R. 356.13), as for even numerous Hail Mary's can't bring back what has been taken for Appellant Plaintiff by the illegal omissions or commissions of the Appellee Defendant. This sum total of the arguments, from an ideological basis, appeals to the conservative republican justices on business, quality maintenance, and highly structured platforms, and to the liberal democrat justices on the notions of change, government serving man, and such great capacity of human nature. Plaintiff calls for the issuance of a reversal implementing sweeping changes thus concurrently vacating such arbitrary judgements surrounding Appellant's actual trade positions. A revolving recurrence to the principles heretofore embodied will satisfy that there is no color to pretend that the nation-state, by the adoption of the business plan, be divested of its privilege of paying down the national debt, free from constraint, best answering the ends of public justice and security.

Respectfully Submitted,

Jay Nolan Renobato
Natural Person Pro Se
JNR
Arbitrage Firm of Record
Jay Nolan Renobato, Proprietor
Post Office Box 9771
The Woodlands, Texas. 77387
(213)364-8250 *tel*
INDUSTRIAL MARK: _____
On the spot.
Investment Banker, and Financier
Petitioner(Appellant).

Dated, 11 July 2001

APPENDICES

United States Court of Appeals

FIFTH CIRCUIT
OFFICE OF THE CLERK

CHARLES R. FULBRUGE III
CLERK

TEL. 504-589-6514
600 CAMP STREET
NEW ORLEANS, LA 70130

February 13, 2001

MEMORANDUM TO COUNSEL OR PARTIES LISTED BELOW
Regarding: Fifth Circuit Statement on Petitions for Rehearing or Rehearing En Banc

No. 00-20555 Renobato v. Bur of the Pub Debt
USDC No. H-00-CV-0425

Enclosed is a copy of the court's decision. The court has entered judgment under FED. R. APP. P. 36. (However, the opinion may yet contain typographical or printing errors which are subject to correction.)

FED. R. APP. P.'s 39 through 41, and 5TH CIR. RULES 35, 39, and 41 govern costs, rehearings, and mandates. 5TH CIR. RULES 35 and 40 require you to attach to your petition for panel rehearing or rehearing en banc an unmarked copy of the court's opinion or order. Please read carefully the Internal Operating Procedures (IOP's) following FED. R. APP. P. 40 and 5TH CIR. R. 35 for a discussion of when a rehearing may be appropriate, the legal standards applied and sanctions which may be imposed if you make a nonmeritorious petition for rehearing en banc.

Direct Criminal Appeals. 5TH CIR. R. 41 provides that a motion for a stay of the mandate under FED. R. APP. P. 41 will not be granted simply upon request. The petition must set forth good cause for a stay or clearly demonstrate that a substantial question will be presented to the Supreme Court. Otherwise, this court may deny the motion and issue the mandate immediately.

Pro Se Cases. If you were unsuccessful in the district court and/or on appeal, and are considering filing a petition for certiorari in the United States Supreme Court, you do not need to file a motion for stay of the mandate under FED. R. APP. P. 41. The issuance of the

mandate does not affect the time, or your right, to file with the Supreme Court.

The judgement entered provides that the plaintiff-appellant pay to the defendant- appellee the costs on appeal.

Sincerely,

CHARLES R. FULBRUGE III, Clerk

By: "s/ Joseph Armato "
Joseph Armato, Deputy Clerk

Enclosure
Mr Jay Nolan Renobato
Ms Nancy A Cross
Mr Keith Orlando Edward Wyatt

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JAY NOLAN RENOBATO	*	C.A. NO. H-00-0425
	*	
V.	*	HOUSTON, TEXAS
	*	MAY 19, 2000
BUREAU OF THE PUBLIC DEBT	*	
**********	*	12:45 P.M.

TRANSCRIPT OF RULE 16 CONFERENCE
BEFORE THE HONORABLE VANESSA D. GILMORE

A P P E A R A N C E S:

FOR THE PLAINTIFF: Mr. Jay Nolan Renobato
(Pro Se)
P.O. Box 9771
The Woodlands, Texas. 77387

FOR THE DEFENDANT: Ms. Nancy Cross Graham
Assistant U.S. Attorney
P.O. Box 61129
Houston, Texas. 77208

COURT REPORTER: Kathy L. Metzger
U.S. Courthouse
515 Rusk
Room 8016
Houston, Texas. 77002
713-250-5208

Proceedings recorded by mechanical stenography, transcript produced by computer-aided transcription.

PROCEEDINGS

THE COURT: Renobato versus Bureau of the Public Debt.

MS. GRAHAM: Nancy Graham for the government, Your Honor.

THE COURT: Come on up, please.

MS. GRAHAM: Good afternoon.

THE COURT: You are, sir?

MR. RENOBATO: Plaintiff Jay Nolan Renobato, pro se, Your Honor.

THE COURT: Okay. All right. I've had a chance to look at the government's motion to dismiss this case, and the Court finds that the Federal Tort Claim Applies to this case and the government has not waived sovereign immunity in this case.

Moreover, that the Bureau of the Public Debt would not even be the correct defendant in a case like this. The correct defendant would have to be the United States. An agency of the United States can't be sued the way that this case has been brought.

In any event, the Court finds that the claims that you filed, Mr. Renobato, in this case are barred by the United States' sovereign immunity in this case; and the government's motion to dismiss has been granted.

All right. The Court has just signed an order today on the government's motion to dismiss. So the Court finds that no further orders be entered in this case.

All right?

Okay. Thank you then. You all are excused.

MS. GRAHAM: Thank you, your honor.

THE COURT: Thank you.

***

I certify that the foregoing in a correct transcript from the record of proceedings in the above entitled cause.

"s/ Kathy L. Metzger "
Kathy L. Metzger
Official Court Reporter

5-20-00
Date

United States Courts
Southern District of Texas
ENTERED
MAY 23 2000
Michael N. Milby, Clerk of Court

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JAY NOLAN RENOBATO	§	
	§	
versus	§	CIVIL ACTION NO. H-00-0425
	§	
BUREAU OF THE PUBLIC DEBT	§	

ORDER

Pending before the Court is Defendant's Motion to Dismiss or Alternatively, Notion for Summary Judgement (Instrument No. 10). Plaintiff Jay Nolan Renobato ("Renobato") has alleged, *inter alia*, various torts as well as breach of contract by the Bureau of the Public Debt related to the purchase of Treasury bills. The Federal Tort Claims Act ("FTCA") provides a limited waiver of the sovereign immunity of the United States government. The FTCA is also a grant of jurisdiction to federal courts in those cases where the government has waived sovereign immunity and has consented to be sued in certain situations. 28 U.S.C. § 1376(b)(1).

First, in this case the Bureau of the Public Debt is not the proper party. A federal agency may not be sued for claims cognizable under the FTCA. 28 U.S.C. § 2679(a). Because the United States is the proper party in this case, not the Bureau of the Public Debt, the Court lacks jurisdiction over this case. *See Galvin v. Occupational Safety & Health Admin.*, 860 F.2d 181, 183 (5th Cir. 1988).

Furthermore, a specific exemption to the FTCA's waiver of sovereign immunity covers Renobato's claims. The FTCA provides that its provisions "shall not apply to...[a]ny claim for damages caused by the fiscal operations of Treasury of by regulation of the monetary system." 28 U.S.C. § 2680(i). The Bureau of the Public Debt is an agency within the Department of the Treasury that borrows money needed to operate the federal government, and issues and accounts for all United States Treasury securities issued

pursuant to the authority of Title 31 United States Code. (Instrument No. 10, Exh. A, Affidavit of McCoy). Accordingly, Renobato's claims, which concerned his Treasury bills, are barred by the United States' sovereign immunity.

Defendant's motion to dismiss is GRANTED.
The Clerk shall enter this Order and provide a copy to all parties.
SIGNED on the "s/ 19th" day of May, 2000, at Houston, Texas.

"s/ Vanessa D. Gilmore"
VANESSA . GILMORE
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

U.S. COURT OF APPEALS
FILED
APR 18 2001
CHARLES R. FULBRUGE III CLERK

No. 00-20555

JAY NOLAN RENOBATO Plaintiff-Appellant,
versus
BUREAU OF THE PUBLIC DEBT Defendant-Appellee.

Appeal from the United States District Court
For the Southern District of Texas
USDC No. H-00-CV-425

ON PETITION FOR REHEARING AND
PETITION FOR REHEARING EN BANC

Before SMITH, BARKSDALE, and EMILIO M. GARZA Circuit Judges.

(√) The Petition for Rehearing is DENIED and no member of this panel nor Judge in regular service on the Court having requested that the Court be polled on rehearing en banc, (FRAP and Local Rule 35) the Petition for Rehearing En Banc is also DENIED.

( ) The Petition for Rehearing is DENIED and the Court having been polled at the request of one of the members of the Court and majority of the Judges who are in regular active service not having voted in favor, (FRAP and Local Rule 35) the Petition for Rehearing En Banc is also DENIED.

( ) A member of this Court in active service having requested a poll on the reconsideration of this cause en banc, and a majority of the judges in active service not having vote in favor, rehearing in banc is DENIED.

ENTERED FOR THE COURT:

"s/ Emilio M. Garza"
UNITED STATES CIRCUIT JUDGE

CLERK'S NOTE:
SEE FRAP AND LOCAL RULE 41 FOR STAY OF THE MANDATE

Texas Business and Commerce Code § 17.41 – § 17.63

§ 17.41 Short Title
This subchapter may be cited as the Deceptive Trade Practices-Consumer Protection Act.

§ 17.44 Construction and Application
(a) This subchapter shall be liberally construed and applied to promote its underlying purposes, which are to protect consumers against false, misleading, and deceptive business practices, and unconscionable actions, and breaches of warranty and to provide efficient and economical procedures to secure such protection.
(b) Chapter 27, Property Code, prevails over this subchapter to the extent of any conflict.

§ 17.45 Definitions
As used in this subchapter:
(1) "Goods" means tangible chattels or real property purchased or leased for use.
(2) "Services" means work, labor, or service purchased or leased for use, including services furnished in connection with the sale or repair of goods.
(3) "Person" means an individual, partnership, corporation, association, or other, group, however organized.
(4) "Consumer" means an individual, partnership, corporation, this state, or a subdivision or agency of this state who seeks to acquires by purchase or lease, any goods or services, except that the term does not include a business consumer that has assets of $25 million or more, or that is controlled by a corporation or entity with assets of $25 million or more.
(5) "Unconscionable action or course of action" means an act or practice which to a consumer's detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree.

(6) "Trade" and "commerce" means the advertising, offering for sale, sale, lease, or distribution of any good or service, of any property, tangible or intangible, real personal or mixed, and any other article, commodity, or thing of value, wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this state

(7) "Documentary material" includes the original or a copy of any book, record, report, memorandum, paper, communication, tabulation, map, chart, photograph, mechanical transcription, or other tangible document or recording, wherever situated.

(8) "Consumer protection division" means the antitrust and consumer protection division of the Attorney General's Office.

(9) "Knowingly" means actual awareness, at the time of the act or practice complained of, of the falsity, deceptive, or unfairness, of the act or practice giving rise to the consumer's claim, or, in an action brought under Subdivision (2) of Subsection (a) of Section 17.50, actual awareness of the act, practice, condition, defect, or failure constituting the breach of warranty, but actual awareness may be inferred where objective manifestations indicate that a person acted with actual awareness.

(10) "Business consumer" means an individual, partnership or corporation who seeks or acquires by the purchase or lease, any goods or services for commercial or business use. This term does not include this state or a subdivision or agency of this state.

(11) "Economic damages" means compensatory damages for pecuniary loss, including costs of repair and replacement. This term does not include exemplary damages or damages for physical pain and mental anguish, loss of consortium, disfigurement, physical impairment, or loss of companionship and society.

(12) "Residence" means a building:

(A) that is a single-family house, duplex, triplex, or quadruplex or a unit in a multi-unit residential structure in which the title to the individual units is

transferred to the owners under a condominium or cooperative system; and

(B) that is occupied or to be occupied as the consumer's residence.

(13) "Intentionally" means actual awareness of the falsity, deception, or unfairness of the act or practice, or the condition, defect or failure constituting the breach of warranty giving rise to the consumer's claim, coupled with the specific intent that the consumer act in detrimental reliance on the falsity or deception or in detrimental ignorance of the unfairness. Intention may be inferred from objective manifestations that indicate that the person acted intentionally or from acts showing that a defendant acted with flagrant disregard of prudent and fair business practices to the extent that the defendant should be treated as having acted intentionally.

§ 17.46 Deceptive Trade Practices Unlawful

(a) False misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful and are subject to action be the consumer protection division under Sections 17.47, 17.58, 17.60, and 17.61 of this code.

(b) Except as provided in Subsection (d) of the section, the term false, misleading, or deceptive acts or practices includes, but is not limited to, the following acts.

(1) passing off goods or services to be those of another

(2) causing the confusion or misunderstanding as to the source, sponsorship, approval, or certifications, of the goods or services

(3) causing confusion or misunderstanding as to affiliation, connection, or association, with, or certification by another

(4) using deceptive representations or designations of geographic origin in connection with goods or services

(5) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a

sponsorship, approval, status, affiliation, or connection which he does not
(6) representing that goods are original or new if they are deteriorated reconditioned reclaimed used or secondhand
(7) representing that goods or services are of a particular standard quality or grade or that the goods are of a particular style or model, if they are of another
(8) disparaging the goods, services, or business of another by false or misleading representation of the facts
(9) advertising goods or services with intent not to sell them as advertised
(10) advertising goods or services with intent not to supply a reasonable expectable public demand, unless the advertisements disclosed a limitation of quantity
(11) making false or misleading statements of fact concerning the reasons for, existence of, or amount of price reductions
(12) representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law
(13) knowingly making false or misleading statements of fact concerning the need for pats, replacement, or repair service
(14) misrepresenting the authority of a salesman, representative, or agent to negotiate the final terms of a consumer transaction
(15) basing a charge for the repair of any item in whole or in part on a guaranty or warranty instead of on the value of the actual repairs made or work to be performed on the item without stating separately the charges for the work and the charge for the warranty or guaranty, if any
(16) disconnecting, turning back, or resetting the odometer of any motor vehicle so as to reduce the number of miles indicated on the odometer gauge
(17) advertising of any sale by fraudulently representing that a person is going out of business
(18) using or employing a chain referral sales plan in connection with the sale or offer to sale goods, merchandise, or anything of value, which uses the sales technique, plan,

arrangement, or agreement in which the buyer or prospective buyer is offered the opportunity to purchase merchandise or goods and in connection with the purchase receives the seller's promise or representation that the buyer shall have the right to receive compensation or consideration in any form of furnishing to the seller the names of other prospective buyers if receipt of the compensation or consideration is contingent upon the occurrence of an event subsequent to the time the buyer purchases the merchandise or goods

(19) representing that a guaranty or warranty confers or involves rights or remedies which it does not have or involve, provided, however, that nothing in this subchapter shall be construed to expand the implied warranty or merchantability as defined in sections 2.314 through 2.318 and Sections 2A.212 through 2A.216 of the Business & Commerce Code to involve obligations in excess of those which are appropriate to the goods.